



**Order under Section 69
Residential Tenancies Act, 2006**

Citation: Ahmadi v Gravelle, 2022 ONLTB 12887

Date: 2022-11-22

File Number: LTB-L-021033-22

In the matter of: Unit #4 (Basement)-17 Lyons Avenue
Welland, ON L3B 1L8

Between: Ali Ahmadi Landlords
Gita Ahmadi

And

Sherrie Gravelle Tenant

Ali Ahmadi and Gita Ahmadi (the 'Landlords') applied for an order to terminate the tenancy and evict Sherrie Gravelle (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 27, 2022.

The Landlord Ali Ahmadi and their Legal Representative Paul Startek attended on behalf of the Landlords. The Tenant attended the hearing and was assisted by Samantha Hill. The tenant spoke with Tenant Duty Counsel prior to the hearing.

Determinations:

1. The Landlords served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$650.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$21.37. This amount is calculated as follows: \$650.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$7,150.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

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9. The Tenant had sought an adjournment of her matter while she was giving evidence on the basis that she had just been made aware of the hearing the Friday prior to the hearing, and that she wanted to retain counsel. Having reviewed the evidence of both parties, I was satisfied that the Tenant was served with the notice of hearing prior to the Friday before the hearing and that the Tenant had adequate time to retain counsel when she was served with the notice of termination in February of 2022.
10. Entered into evidence fire inspection report 2021-070 dated November 11, 2021 issued to the Landlords by Welland Fire and Emergency Services. Prior to the Landlords purchasing the residential complex, the home had been converted from a single-family dwelling into a 4-unit apartment without building permits having been obtained. The Tenant agreed that she had called Welland Fire and Emergency Services to seek advice about an oven fire, which prompted the inspection and subsequent order.
11. As a result, the Landlords were ordered to discontinue the use of the basement apartment as an occupied unit. As such, the Landlords served an N13 notice of termination upon the Tenant so that they can comply with the order. Since that time, the Tenant stopped paying rent. The Landlords were unaware of the residential complex's non-conformity when they purchased the property from the previous landlord.
12. The Landlords' Legal Representative submitted that his clients are working with the City and that the City is happy with his client's progress on the matter and that if there had been any immediate risk to health and safety that the Tenant would have been removed from the unit.
13. The Tenant testified that she had had an oven fire in the unit in October of 2021, which prompted her call to Welland Fire and Emergency Services. She testified that as a result of the inspection, the Tenant decided to withhold her rent to assist her in finding a new unit. The Tenant testified that she currently has a variety of services assisting her with finding housing but that due to her income and the lack of available housing in the area that she is unable to move, although she would like to leave the unit as soon as possible.
14. The Tenant is currently on ODSP where she is provided a shelter allowance. The Tenant testified that she has been spending this allowance on food and a storage unit. The Tenant testified that she receives \$1,100.00 a month.
15. The Tenant intentionally withheld her shelter allowance from the Landlord to find a new unit but in the 8 months since she received the notice of termination, she has failed to find anything despite a number of different agencies assisting her. That said, the Tenant should have enough income accumulated in order to find a new unit by this point.
16. That said, the Tenant is on ODSP and access to the housing market has not improved since the application was filed. As such, the eviction will be extended until the end of January to allow the Tenant to find a new unit.
17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until January 31, 2023 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

18. The tenancy between the Landlords and the Tenant is terminated unless the Tenant voids this order.

19. The Tenant may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:

1. \$7,986.00 if the payment is made on or before November 30, 2022. See Schedule 1 for the calculation of the amount owing.

OR

2. \$8,636.00 if the payment is made on or before December 31, 2022. See Schedule 1 for the calculation of the amount owing.

OR

3. \$9,286.00 if the payment is made on or before January 31, 2023. See Schedule 1 for the calculation of the amount owing.

20. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after January 31, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

21. If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before January 31, 2023.

22. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$7,262.99. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.

23. The Tenant shall also pay the Landlords compensation of \$21.37 per day for the use of the unit starting October 28, 2022 until the date the Tenant moves out of the unit.

24. If the Tenant does not pay the Landlords the full amount owing on or before December 3, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 4, 2022 at 4.00% annually on the balance outstanding.

25. If the unit is not vacated on or before January 31, 2023, then starting February 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

26. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after February 1, 2023.

November 22, 2022

Date Issued

Jagger Benham

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on August 1, 2023 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before November 30, 2022

Rent Owing To November 30, 2022	\$7,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,986.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before December 31, 2022

Rent Owing To December 31, 2022	\$8,450.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,636.00

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2023

Rent Owing To January 31, 2023	\$9,100.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,286.00

D. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$7,076.99
Application Filing Fee	\$186.00
Total amount owing to the Landlords	\$7,262.99
Plus daily compensation owing for each day of occupation starting October 28, 2022	\$21.37 (per day)

